

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Patrick Lynn, Police Chief, /954-693-8320

PREPARED BY: Police Administration/af

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FROM PETERSON'S HARLEY DAVIDSON OF MIAMI, L.L.C. TO LEASE FIVE (5) HARLEY DAVIDSON POLICE MOTORCYCLES AND TO AUTHORIZE THE MAYOR TO EXECUTE A LEASE AGREEMENT. (\$27,000)

REPORT IN BRIEF: A competitive bid was conducted for leasing (5) five Harley Davidson police motorcycles with maintenance. The Town sent out specifications to six (6) prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting, nationally in BidNet, and posted on the Town's web site. The Town received one (1) response. The recommendation is for Peterson's Harley Davidson of Miami, L.L.C. (identified as the only bidder). The initial lease is two (2) years, (24) months. At the end of the Agreement Term, the Town shall have the option of returning 2009 models and acquiring 2011 models under the same equipment items and for the same terms and conditions as set forth in this lease.

PREVIOUS ACTIONS: R2005-36

CONCURRENCES: The recommended award has been reviewed by the Police Chief and the Bid Specification Committee who concur with the decision to award to Peterson's Harley Davidson of Miami, L.L.C. The lease agreement has been reviewed by the Town's Attorney.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$27,000.00

Account Name: Vehicle Usage

What account will funds be appropriated from: 001-0520-521-0401

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, Memorandum, Lease Agreement (5 vehicles), Procurement Authorization, Bid Opening Report, Taxpayer ID, Ownership Disclosure Affidavit, FL Dept. of State of Division of Corporations : Active.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
ACCEPTING THE BID FROM PETERSON'S HARLEY
DAVIDSON OF MIAMI, L.L.C. TO LEASE FIVE (5)
HARLEY DAVIDSON POLICE MOTORCYCLES AND TO
AUTHORIZE THE MAYOR TO EXECUTE A LEASE
AGREEMENT.

WHEREAS, the Town is in need of five (5) leased Harley Davidson police motorcycles;
and

WHEREAS, the Town solicited sealed bids for such leased motorcycles; and

WHEREAS, after review, the Town council wishes to accept the bid from Peterson's
Harley Davidson of Miami, L.L.C. and authorizes the Mayor to execute a lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby accepts the bid from
Peterson's Harley Davidson of Miami, L.L.C. for leasing (5) five Harley Davidson police
motorcycles with maintenance in the amount of \$425/month/motorcycle and authorizes the
Mayor to execute a lease agreement .

SECTION 2. The Town Council hereby authorizes the expenditure from the Police
Department Vehicle Usage Account Number 001-0520-521-0401.

SECTION 3. The initial contract term with Peterson's Harley Davidson of Miami, L.L.C.
is twenty-four months. At the end of the agreement term, the Town shall have the option of
returning the 2009 models and acquiring 2011 models under the same equipment items and the
same terms and conditions as set forth within the agreement. Contract extensions and/or renewal,
if appropriate, will be sent to the Town Council for approval.

SECTION 4. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009



DAVIE POLICE DEPARTMENT

From the Desk of
Lieutenant Paul Brugman



ms. j.

TO: Herb Hyman
THRU: Chief Patrick Lynn
DATE: December 4, 2008
RE: Harley-Davidson Police Motorcycle Lease Agreement

The Davie Police Department has identified a need for leasing (5) five Harley-Davidson Police Motorcycles. In an attempt to identify the appropriate product and company for the Davie Police Department's needs, a bid was conducted for leasing the Harley-Davidson police motorcycle. Peterson's Harley-Davidson of Miami, L.L.C. was identified as the only available solution. Specifically the lease of the 2009 Harley-Davidson model FLHP-I ROADKING Police solo motorcycle. In addition, the lease will include the provision of a spare motorcycle at no charge when the leased unit is in for repair. Labor Rate for repairs outside maintenance plan of \$80.00 per hour and a 10% off discount off retail.

In conclusion, Peterson's Harley-Davidson of Miami, L.L.C. was the only Bid response and is the recommended corporation to provide the leased motorcycles. This is the same dealership that we are currently leasing our motorcycles from, and would be a smooth transition rolling into the new 2009 models.

I CONCUR
CHIEF
12/09/08

[Signature]

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER 001-0520-521-0401 **BUDGET ITEM & DESCRIPTION** LEASING OF HARLEY DAVIDSON MOTORCYCLES **APPROXIMATE COST** \$27,000.00/YR
METHOD OF PROCUREMENT (check the one that applies)
☒ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source or Single Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____

Department Head

Have Funds been Reserved REQ. 37708

Date 10/27/08 Signed (Signature)

Signed _____

Town Administrator

BIDS SUBMITTED

VENDOR

COST

PETERSON'S HARLEY DAVIDSON OF MIAMI LLC \$425.00/MOTORCYCLE/MO.

Signed _____

Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor

Cost

PETERSON'S HARLEY DAVIDSON OF MIAMI LLC \$425.00/MOTORCYCLE/MO.

BID OPENING REPORT

BID NAME: Leasing of Police

TIME: 2:00 PM

Harley Davidson
BID NUMBER: B-09-07

DATE: 11-18-08

ESTIMATED COST: \$27,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Peterson's Harley - Davidson	<u>\$126.00/mo</u> <u>\$80.00/hr.</u>	<u>1</u>
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

A. 24 mo. lease SPRINT SENT TO SIX(6) PROSPECTIVE BIDDERS
B. labor rate TOWN RECD ONE(1) BID

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Angela Salinas

DATE: 11-18-08

WITNESS

[Signature]

DATE: 11-18-08

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return) Peterson's Harley-Davidson of Miami, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) 19400 NW 2 Ave.

City, state, and ZIP code Miami, FL 33169

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

165041181604

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Kathleen Thomas Date 10/31/08

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

I, Ace Armstrong, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Peterson's Harley-Davidson
of Miami, LLC
Address: 19400 NW 2 Ave
Miami, FL 33169
FEIN 15-0418864
State and date of incorporation FL, 1954

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

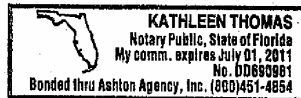
Full Legal Name	Address	Ownership
<u>Dirk Peterson</u>	<u>11926 Griffing Blvd: Bisc. Park</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

~~Signature~~ ~~Affiant~~
Ace Armstrong
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 31 day of
Oct 2008, by Ace Armstrong, he/she is
personally known to me or has presented _____ as
identification.





Kathleen Thomas
Notary Public, State of Florida at Large

Kathleen Thomas
Print or Stamp of Notary

DD690981
Serial Number

My Commission Expires: 7/1/11

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
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Events	Name History	<input type="text" value="Entity Name"/>
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Detail by Entity Name

Florida Limited Liability Company

PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C.

Filing Information

Document Number	L93000000205
FEI Number	650418864
Date Filed	06/29/1993
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	10/26/2007
Event Effective Date	NONE

Principal Address

19400 N.W. 2ND AVENUE
MIAMI FL 33169
Changed 04/25/1996

Mailing Address

19400 N.W. 2ND AVENUE
MIAMI FL 33169
Changed 04/25/1996

Registered Agent Name & Address

PETERSON, DIRK M
19400 N.W. 2ND AVENUE
MIAMI FL 33169 US
Name Changed: 03/01/2000
Address Changed: 04/25/1996

Manager/Member Detail

Name & Address
Title MGR
PETERSON, DIRK M

19400 N.W. 2ND AVE.
MIAMI FL 33169

Annual Reports

Report Year Filed Date**2007** 02/16/2007**2007** 04/17/2007**2008** 04/09/2008

Document Images

04/09/2008 -- ANNUAL REPORT	View image in PDF format
10/26/2007 -- LC Name Change	View image in PDF format
04/17/2007 -- ANNUAL REPORT	View image in PDF format
02/16/2007 -- ANNUAL REPORT	View image in PDF format
04/14/2006 -- ANNUAL REPORT	View image in PDF format
01/14/2005 -- ANNUAL REPORT	View image in PDF format
01/16/2004 -- ANNUAL REPORT	View image in PDF format
04/12/2003 -- ANNUAL REPORT	View image in PDF format
04/03/2002 -- ANNUAL REPORT	View image in PDF format
11/15/2001 -- Name Change	View image in PDF format
04/09/2001 -- ANNUAL REPORT	View image in PDF format
03/01/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format
03/30/1998 -- ANNUAL REPORT	View image in PDF format
04/23/1997 -- ANNUAL REPORT	View image in PDF format

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2009 LEASE AGREEMENT FOR HARLEY-DAVIDSON POLICE MODELS

This agreement made and entered into between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., designated as the lessor, and Town of Davie, designated as the lessee, made this ____ day of ____, 2009 for the purpose of leasing to the Lessee (5) five HARLEY-DAVIDSON Police motorcycle under the following terms and conditions:

1. EQUIPMENT-

2009 HARLEY-DAVIDSON model FLHP ROADKING Police solo motorcycle with the complete description provided on attached specification sheet.

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement Term, the City shall have the option of returning the 2009 models and acquiring 2011 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2009 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$425.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.



4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

The Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. That indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from any special liability.

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.



7. TAXES AND FEES-

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the Town of Davie is Tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, clutch, brakes and not



just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the Motorcycle, the replacement value of the Motorcycle shall be \$20,500.00 minus 2% for each month the agreement is in effect.

10. SELECTION OR RIDER-

The Lessor reserves the right to reject any rider of his Motorcycle so as to be assured that proper handling and care is exercised.

11. RIDER RESPONSIBILITY AND PRIVILEGES-

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the lessee and the distance is no more than thirty (30) miles each way.

12. EVENTS OF DEFAULT AND REMEDIES-

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default

A. Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or

B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

1) by written notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.



2) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

3) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance of the motorcycle at no cost to the Lessee. Lessor shall not supply Lessee with gasoline, tires, radios and clutches worn due to training. All maintenance shall be done at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lessor shall be entitled to lease payments due or incurred to the date of such termination.



In witness whereof, the parties hereto have caused this agreement to be executed as of this _____ day of _____, 2009

ATTEST;
BY

CITY CLERK

APPROVED AS TO FORM

APPROVED AS TO FORM

[Signature] 12/13/08
PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C.

CITY ATTORNEY